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Attorneys for Plaintiff,
SHANNON ALYNN RAMSAY

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

SHANNON ALYNN RAMSAY,

Plaintiff,

v.

THE STATE BAR OF CALIFORNIA, and
DOES 1 - 100 inclusive.

Defendants.

CASE NO.: C-07-3645 JW

**ATTORNEY JOHN A. SHEPARDSON'S
NOTICE OF MOTION TO WITHDRAW AS
ATTORNEY OF RECORD FOR
PLAINTIFF SHANNON ALYNN RAMSAY
AND POINTS AND AUTHORITIES**

Date: March 17, 2008

Time: 9 a.m.

Courtroom: 8, 4th Flr.

Judge: Hon. James Ware

Attorney John A. Shepardson hereby gives notice to Plaintiff Shannon Alynn Ramsay and the other parties in this case that he is bringing a motion to withdraw as attorney of record for Plaintiff Shannon Alynn Ramsay. This motion is brought before the Hon. James Ware and will be heard on March 17, 2008 in courtroom 8, 4th Flr. of the U.S. District Court located at 280 S. First Street, San Jose, California 95113.

This motion is brought pursuant to N.D. CA Rule 11-5(a), (b) and case law.

This motion is based on this Notice and Points and Authorities, and the accompanying declaration of Attorney John A. Shepardson.

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1 POINTS AND AUTHORITIES

2 STATEMENT OF FACTS

3 John A. Shepardson is presently the Attorney of Record for Plaintiff Shannon Alynn Ramsay
4 (hereinafter referred to as "Shannon"). Plaintiff's father Alexander Ramsay, filed a letter with the
5 Court that made serious and false allegations about the conduct of Attorney Shepardson and
6 opposing counsel. In attorney Shepardson's entire 20-year career, he has not had such serious and
7 offensive allegations made against him. An irony is that Mr. Ramsay still desires that Mr.
8 Shepardson continue to represent Shannon. Shannon filed a declaration in court stating she wanted
9 Mr. Shepardson to represent her, and that her father did not speak for her. The court issued an order
10 stating it would not accept his letters, and he defied the order, and sent in another letter.

11 Mr. Ramsay has been paying Shannon's attorney fees. The written fee agreement is between
12 Shannon and Mr. Shepardson, and requires that the invoices be paid within 10 days, and that a
13 retainer balance of \$5,000 be paid. Shannon and Mr. Ramsay were given ample time to January 12,
14 2008, to pay the amount outstanding of \$579.87 and the retainer requirement of \$5,000. The money
15 was not timely paid. On January 15, 2008, a check was received for \$4,579.87, with a handwritten
16 note stating that Shannon objected to the charges by Mr. Shepardson for a meeting with her in Davis.
17 Shannon has indicated in an email that she questioned the billing regarding a trip.

18 The trip was required because of Mr. Ramsay's false allegations to the court regarding the
19 attorney-client relationship, and Shannon's modifying a declaration without discussing the matter
20 with Mr. Shepardson. Thus, to obtain clarity as to Shannon's intentions, and desires, a trip to Davis
21 had to be made to find out exactly what she wanted to do. She freely signed a declaration stating her
22 intentions. Now, there is a refusal to pay for attorney services, that were necessary to clarify the
23 scope of the relationship. How else could it have been handled? The client is blind, the father is
24 manipulating her, and the false allegations had been filed in a Federal Court suggesting that Mr.
25 Shepardson and counsel for the California State Bar were in collusion against Shannon's best
26 interests! The allegations were so serious, that stating Shannon's position under oath after a face-to-
27 face meeting was necessary and proper. To now refuse to pay for the services, is a breach of
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1 contract, and reveals the effort to pressure Mr. Shepardson to handle the case in the fashion Mr.
2 Ramsay desires. Also, Shannon has herself now filed a letter (apparently with Mr. Ramsay's help)
3 asking for clarification from the court about the nature of our pending Partial Summary Judgment
4 Motion. I believe that Mr. Ramsay is deliberately coaching Shannon into undermining my
5 relationship with her, in an effort to leverage himself back into the case to get what he wants for
6 Shannon.

7 The attorney-client relationship is a mess, it has broken down, and the lawsuit involves
8 weighty issues that need close attention, and require significant attorney services. There is strong
9 concern that neither Plaintiff nor her father understand the tremendous amount of legal work that has
10 and will continue to occur in the case, and the requirement of thousands of dollars in fees, perhaps
11 into six figures.

12 LEGAL DISCUSSION

13 I. GOOD CAUSE EXISTS FOR GRANTING THE MOTION TO WITHDRAW.

14 One: "The client's failure to pay agreed-upon attorney fees may be ground for an attorney to
15 withdraw. State of Liberty-Ellis Island Foundation, Inc. v. International United Industries, Inc.
16 (SD NY 1986) 110 F.R.D. 395, 397; Schwarzer, Tashima & Wagstaffe, Federal Civil Trials and
17 Evidence, section 12:193. Here, we have a breach of the contract on two bases: Failure to timely
18 pay monies due, and a refusal to pay for \$1,000 in legal services. Third, it is anticipated that
19 Plaintiff will not pay the fees necessary to properly litigate the case.

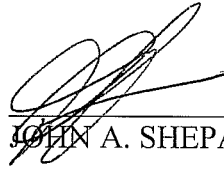
20 Two: There is serious breach of trust and communication between attorney and client. The
21 client has now (apparently through her father) sent a letter to the court asking what the nature is of
22 the Summary Judgment motion. Apparently (or more likely with the undue influence of her father)
23 she does not sufficient trust or confidence in his counsel to obtain the information. Further, Mr.
24 Ramsay has and will continue to act in the manner to undermine the attorney-relationship, in an
25 apparent effort to control the attorney-client relationship. He has seriously damaged the attorney-
26 client relationship.

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CONCLUSION

The attorney-client relationship is broken. Mr. Shepardson must be allowed to withdraw. Mr. Shepardson wishes Plaintiff the best, and hopes she finds that attorney that can meet her and her father's needs.

Dated: 1/16/08



JOHN A. SHEPARDSON, ESQ.